

PADUCAH INDEPENDENT SCHOOL DISTRICT PADUCAH, KENTUCKY AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

This AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT is made and entered this 19th day of June, 2017 by and between the BOARD OF EDUCATION OF THE PADUCAH INDEPENDENT SCHOOL DISTRICT (hereinafter "Board") and DONALD I. SHIVELY (hereinafter "Superintendent") and authorized by action at a lawful meeting of the Board held on June 19, 2017.

WITNESSETH

WHEREAS, the Board and Superintendent entered into that certain Contract Employing Superintendent dated March 28, 2014 with a term of four years commending July 1, 2014 (the "Contract"); and

WHEREAS, in recognition of the Superintendent's performance during the first two years of the Contract, the Board wishes to increase the Superintendent's salary, to provide additional compensation to the Superintendent, and to clarify the moving expenses provision of the Contract; and

WHEREAS, the Board desires to have a written amendment to the Contract confirming the Board's action;

NOW THEREFORE, the Board and Superintendent, for good and valuable consideration the sufficiency of which is hereby acknowledged, agree as follows:

- 1. Salary Increase. Beginning July 1, 2017, the salary as set forth in Section 4 of the Contract shall be \$136,320.00.
- 2. **Moving Expenses**. For purposes of the Contract, the term "reasonable moving expenses" in Section 6(j) of the Contract shall mean Three Thousand Five Hundred and NO/100 Dollars (\$3,500.00). Superintendent shall be entitled to receive said funds at his request.
- 3. Reimbursement of Educational Expenses. The Board of Education shall reimburse Superintendent Twenty Thousand and NO/100 Dollars (\$20,000.00) for the cost of tuition, fees, books, and instructional materials, and other routine and necessary expenses associated with the Superintendent's enrollment in the doctoral program at Murray State University. The first such payment shall be made on or before June 30, 2017. The second such payment shall be made during fiscal year 2018 at the request of the Superintendent. Should Superintendent fail to complete the doctoral program or leave the district prior to June 30, 2018, he shall reimburse the Board of Education \$20,000.00.

- 4. **Removal of Section 5(d).** Section 5(d) of the Contract titled "Health and Dental Insurance" is deleted.
- 5. **Ratification**. Except as expressed and modified above, the terms of the Contract shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. All payments under the Contract and this Amendment are deemed to be in exchange for services to be rendered and for the benefit of the common schools.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth hereinabove after action of the Board approving same.

BOARD OF EDUCATION OF THE PADUCAH INDEPENDENT DISTRICT

Attest:

Dr. Carl LeBuhn, Chairperson

Lisa Chappell, Secretary

Donald I. Shively, Superintendent